



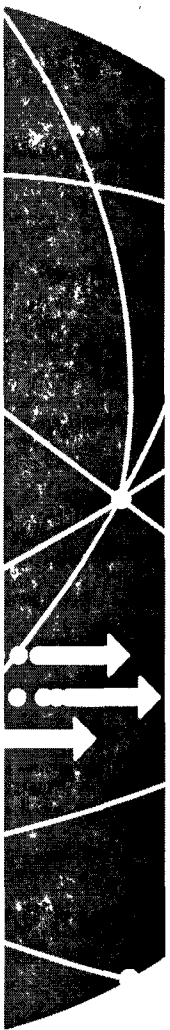
as part of their relay services. In January 2004, Hawaii became the first state to offer full service CapTel to its Relay customers. With CapTel available in every state except Delaware, CTI continues to be a leader in the industry.

CapTel operates two data centers one located in Madison Wisconsin and the other in Brookfield Wisconsin in a telecommunications collocation facility (telecom bunker). Each of these data centers includes redundant equipment so that should one piece of equipment fail or need routine maintenance the data center can continue to service calls. Each CapTel Data Center also has connections to various network providers, access tandems to support carrier of choice selections, and specialized monitoring equipment to issue alarms and report problems that develop.

The CapTel platform also includes a Network Operations Center (NOC) that monitors the health of the equipment, facilities, and service level performance. The NOC uses specialized software applications to issue alerts, alarms, and informational messages to the CapTel Operations staff. The staff also uses the NOC to control the routing of CapTel calls between the data centers and call centers.

The CapTel platform is normally configured to balance the call traffic between the two CapTel Data Centers and the CapTel Call Centers. In this mode each CapTel Call Center receives approximately fifty percent of the traffic from each of the two CapTel Data Centers. CapTel uses preconfigured automatic routing rules or can manually adjust how the calls flow from the PSTN to the Data Centers and from the Data Centers to the Call Centers. These routing controls are used to respond to network failures, equipment issues, local emergencies, or for maintenance events. CapTel will use these facilities and tools to control how Colorado CapTel calls are distributed to the CapTel call centers.

CapTel users will receive **functionally equivalent** service including but not limited to cost to consumers, call blockage, carrier of choice, real-time communication in transmission and reception of text and speech and the availability of advanced and efficient technology as it becomes available and is technically feasible.





4.3.3 Captioned Telephone Compatibility

Colorado shall provide captioned telephone service, which shall be compatible with all captioned telephone equipment currently utilized by customers in a format that allows for caption calls. However, captioned telephone TRS will work with equipment currently being used by Colorado customers.

AT&T Response:

AT&T has read and meets this requirement.

As addressed earlier, AT&T will provide the captioned telephone relay service (CTS) required in this RFP through an existing agreement with Ultratec / CapTel, Inc. We look forward to providing CTS as AT&T works with the same subcontractor utilized by other CTS providers. Ultratec is the leading provider of caption telephone service. They have years of experience in both the development of their product called CapTel and the day to day management of the CTS call center operation. Their CapTel experience combined with AT&T's extensive history as a first-class relay provider makes us the ultimate choice for delivering a quality CTS experience.

We plan to utilize the same equipment distribution process currently in place and we will work with the state to ensure a successful and transparent transition between the current TRS provider and AT&T. Since we are using the same captioned telephone provider, CTS will continue to work with the existing equipment currently being used by Colorado CTS customers.

4.3.4 Pay-per-call calls

Captioned telephone TRS will be capable of handling pay-per-call calls.

AT&T Response:

AT&T has read and meets this requirement.

AT&T Relay Services is able to process calls to 900, 976, and other Pay-Per-Call numbers as requested by customers. We process these call types through our traditional relay service number without requiring the customer to dial a special access number for Pay-Per-Call service.



4.3.5 2-Line Captioned Telephone Service

The COB for shall require captioned telephone service support. The function is as follows:

AT&T Response:

AT&T has read and meets this requirement.

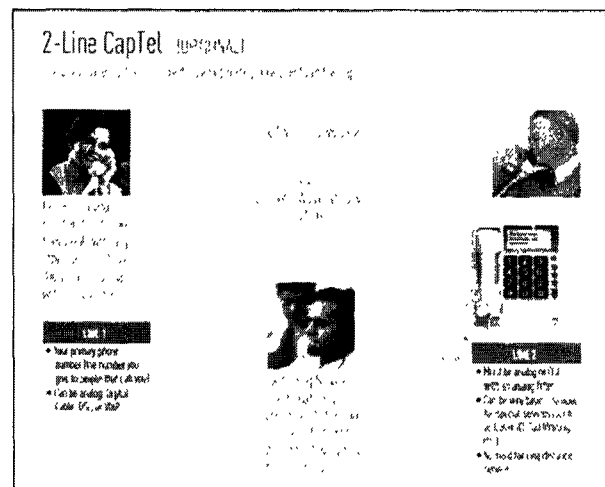
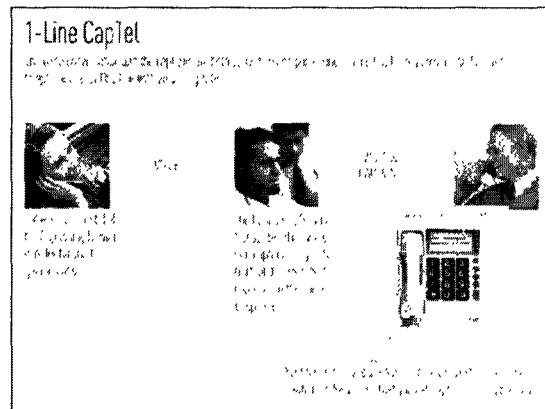
There are two types of CapTel Service: One-Line and Two-Line CapTel. AT&T will supply **BOTH** one-line and two-line CapTel Service to the state of Colorado.

- **One-Line CapTel:** This system provides both voice and captioning services on a single telephone line. For outgoing calls, the CapTel user simply dials the desired phone number of the other party, and a Captioning Assistant (CA) is immediately connected to the call.

The captioned call begins when the other party answers the phone. If the other party wishes to call the CapTel user, the process requires one more step: The other party must first dial a toll-free number to access a CA and then dial the number of the CapTel user.

When the CapTel user answers the CapTel phone the call proceeds with captioned service.

- **Two-Line CapTel:** This system eliminates the need for the other party to first dial the toll-free number. This is because the voice transmission for the call is fed through one line, with a second line set up specifically for the captioning service. With two-line CapTel, either





party can call one another directly.

As with one-line CapTel, a CA is connected at the start of the call, which progresses without interruption.

2-Line CapTel Service truly enhances the functional equivalency and quality of CapTel Service.

2-Line CapTel benefits users because calls are direct between parties. 2-Line CapTel also supports enhancements that users have purchased from their local telephone company, including call waiting and Automatic Call Back (*69). Another advantage is that captions can be turned on or off at any time during the call. This means that multiple users in the same location can enjoy a conversation via another extension in the home or office. Users also benefit because captioning is available on emergency 911 calls and there is no separate telephone number for voice callers to remember.

By using two telephone lines, the CapTel users listen to their conversation on one line while receiving typed text from the captioning service on the other line. When a CapTel user receives a call, the standard phone user will simply dial the user's phone line directly instead of dialing an 800 number and accessing the captioning service. When calling 911 in emergency situations, the 2-Line CapTel users' call is routed through the captioning center allowing the user to receive captions on one line and hear the conversation on the other line.

Special Features

FCC compliant Three-way calling will be available to Colorado CTS users. A standard telephone user can initiate a three-way call to a CapTel user. For example, two standard phone users are on a call. The party with three-way calling feature on his/her phone line would hook flash to put the other person on hold, and would then dial the national CapTel voice number and give the CA the CapTel user's telephone number or dial the CapTel user direct if a 2-Line CapTel user. All three parties would then be joined and the CapTel user would receive captions on the call.

With 2-Line CapTel, the CapTel user can initiate a Three-way call in the same manner that a standard phone user would. The first line works exactly as a regular phone line (able to add another caller) and the second line supports the captions.



Speed dialing will be available to Colorado CapTel users. Speed Dialing, which is built into the CapTel phone's Dialing Directory, allows users to quickly dial frequently called phone numbers. To use this feature, the CapTel user saves the desired phone numbers in the CapTel memory. To speed dial a number in memory, the user simply presses the button next to the "Memory Dial/Redial" arrow. A list of saved numbers and the last number dialed is then displayed. The user then presses the button next to the number they wish to dial again and CapTel dials the number automatically.

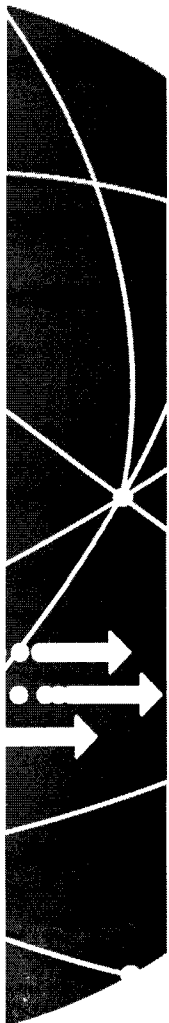
CapTel allows the CapTel user and the voice user to speak directly to each other regardless of the caption stream. Users can interrupt each other at any time. The conversation path is open thereby providing a natural ability to allow for Call Interrupt.

Additional Features:

Call-waiting is supported by 2-line CapTel. When the CapTel user hears (or reads in the captions) the "beep" telling h i d e r a second call is coming in, the party would simply press the FLASH button on their CapTel phone. The CapTel user's second caller will be on-line, and the CapTel user will receive captions of the conversation. The CapTel user will still receive captions of their first conversation, if/when they return to the first caller by pressing the FLASH button again. No charges will be assessed to CapTel users for these local exchange non-basic services beyond what the user pays their LEC for these services. AT&T ensures that all CapTel users in Colorado will have access to audiotext, interactive voice response units and answering machines including message retrieval services.

AT&T Web CapTel allows users who are hard of hearing but can speak to almost simultaneously hear and read the captions of the other party. The captions are transmitted through an Internet connection while the actual conversation is on the Public Switched Telephone Network. The captioning center establishes the connection between the user's voice telephone service (wireless, POTS, etc.) and the person s/he wishes to call.

AT&T Mobile CapTel Service is a form of telecommunications relay service (TRS) that permits an individual who can speak but who has difficulty hearing over the telephone to use a mobile smart phone to simultaneously listen to the standard telephone user and read captions of what is being spoken. With AT&T Mobile CapTel, the connection carrying the captions between the caption relay center and Mobile CapTel user is via the mobile telephone network or WiFi, rather than the public switched telephone network.



AT&T Mobile CapTel is under development and is expected to be available during the first quarter of 2012.

4.4.1 Prime Contractor Responsibilities

AT&T Response:

AT&T has read and meets this requirement.

As stated in previous requirements, we will be subcontracting captioned telephone service to CapTel, the current CTS provider. We will not be subcontracting any other work related to the provision of TRS service to the state.

AT&T assumes all responsibility, including financial, for the performance and adherence to all contract provisions associated with TRS and CTS services to the state of Colorado.

AT&T will be the Department of Regulatory Agencies' sole point of contact with regard to contractual matters.

CapTel



As is well known by those in the TRS industry, there is currently only one traditional captioned telephone service provider (CapTel ®) who provides the service through certified TRS providers. CapTel began operations in 2003. They currently provide service for 49 states along with the Federal CapTel service.

CapTel technology was developed by Ultratec, Inc., Madison, Wisconsin. In 2002, Ultratec licensed CapTel, Inc. ("CTI") to perform call center work for CapTel service. As demonstrated below, CTI's experience demonstrates its ability to adapt to improvements in CapTel technology and to implement state-of-the-art technology in providing the service.

CTI began consumer testing on CapTel throughout the United States in 2002. In 2003 CapTel technology was approved by the FCC enabling individual states to offer CapTel as part of their relay services. In January 2004, Hawaii became the first state to offer full service CapTel to its Relay customers. With CapTel available in every state except Delaware, CTI continues to be a leader in the industry.

Specialized equipment and voice-to-text technology are utilized to provide Relay Service for people who are Profoundly Deaf and able to speak, late-Deafened, Cochlear Implant users, Voice Carryover (VCO) and 2-Line VCO Users, amplified phone users, and Hard-of-Hearing individuals who have difficulty understanding speech over the telephone. CapTel Service is an alternative type of VCO and in general terms is known as 'Captioned Telephone VCO'.

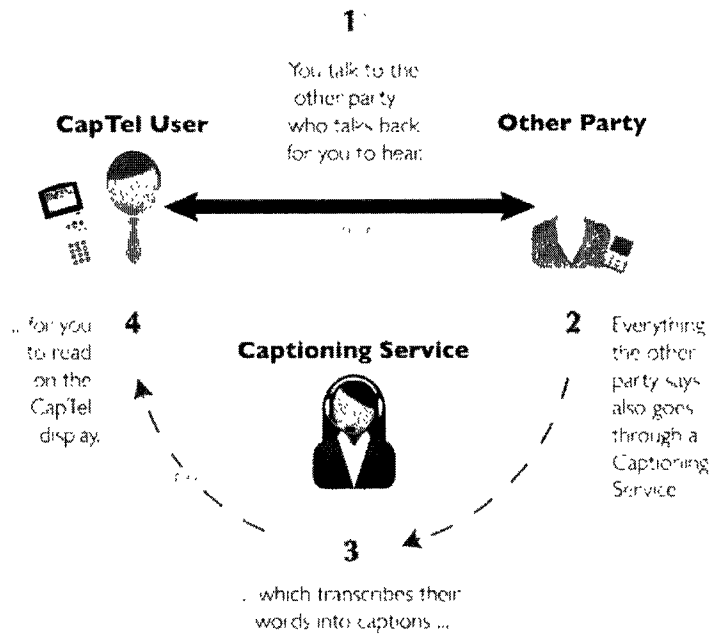
CapTel Relay Service works by incorporating the very latest in Voice-Recognition Technology into a system that allows for complete user control. CapTel users place calls in the same manner as a traditional call. The CapTel telephone automatically connects CapTel Service to a CapTel Communications Assistant (CA). CapTel service allows the following:

- No call set-up
- Natural conversational flow with invisible/transparent CA
- High Accuracy Rate
- High speed of transcription

CTI is the only company that supplies a captioning telephone service over the Public Switched Telephone Network (PSTN). CapTel service uses the CapTel phone (developed by Ultratec), a telecommunications platform to route the calls to a CA, and a special transcription application that allows the CA to transcribe the call in real-time.



CapTel Service permits the Relay user to simultaneously hear what the other party is saying (depending on the degree of hearing loss the user may have) and read what the other party is saying. In the context of traditional TRS, the only way to achieve similar functionality – hearing and reading simultaneously - is by using ‘two-line VCO’ (2LVCO), which requires two telephone lines, three-way calling, the ability to set-up the call, and the cognitive ability to do so quickly before the call is disconnected.





Key Personnel

The AT&T units supporting Colorado include Marketing, Channel Management, Systems and Processes, and Methods and Procedures. We are also supported by other AT&T organizations, including Finance, Information Technology, Regulatory, Legal and External Affairs.

AT&T Relay will be managed by a team of professional and dedicated veterans of AT&T, including, but not limited to:

- Gregory Smith – Marketing Development
- Gail Sanchez – Relay Product Management and Outreach
- Sid Minnick – Relay RFP Management and Marketing/Advertising
- Burt Bossi – Information Technology
- Bob Gorman – Business Development

Education and Specific Experience/role(s):

Gregory Smith

Director-Market Develop

After an 8 year tour with the United States Marine Corp where he reached the rank of Sergeant, Mr. Smith joined AT&T in 1997 as a retail sales associate in our wireless arm. In 200, he was promoted to Associate Director-Marketing, responsible for marketing, acquisition and retention of our long distance company. In 2002, he moved to our Operations division to head up support for our Small/Medium Business Channel, and supported Consumer Marketing Channel Delivery. In 2003, he became Area Manager-Sales for our Directory (Yellow Pages) business and in 2005 in joined our Consumer organization responsible for supporting the Southwest region. In 2007, Mr. Smith was promoted to Sales Director for the Southwest Consumer division, directing sales and customer service activities and performance. In 2008, he assumed his present role within the market development organization where he is responsible for assessing and development new markets, and directing product ownership, client relationship, and new state opportunities for Relay Services. He has a bachelor's degree in business administration marketing from the University of the Incarnate Word, San Antonio, TX.

Gail Sanchez

Senior Product Marketing Manager



Ms. Sanchez joined AT&T in 1979 as a long distance operator and was promoted to Service Assistant. In 1989, she was appointed to the position of Resource Manager for the AT&T Illinois Relay Center. In this role, Ms. Sanchez provided start-up support for the new relay center, which included planning and implementing initial and continuation training for over 100 Communication Assistants. She also developed and managed a team of Training Delivery Specialists. In 1990, she was appointed to an international assignment in Cayey, Puerto Rico to provide start-up support for a new relay call center. In 1991, Ms. Sanchez was appointed National Training and Performance Manager responsible for design, development, and delivery of training for ten AT&T Relay Call Centers across the country. For two years beginning in 1999, she planned, managed and coordinated AT&T responses to Requests for Proposals (RFP). Then, in 2002, Ms. Sanchez was appointed to her present position, responsible for managing AT&T's full suite of Relay Services. In this position, she is also responsible for the development and management of our five (5) Channel Managers who perform Outreach activities relate to our state contracts. She has a BA in Training and Development from De Paul University, and is currently pursuing an MA in Pastoral Studies at Catholic Theological Union.

Sidney Minnick

Senior Marketing Manager

Mr. Minnick joined AT&T in 1975 as a Service Representative for the company's residential customer service and billing organization. In 1978, he was promoted to Business Office Supervisor, responsible for the training and development of service representatives, and labor relations and coordination with the CWA union. In 1979, he was promoted to External Affairs Manager, responsible for all residence operations and public affairs in one of the company's out-state territories. In 1985, Mr. Minnick was appointed to the Missouri State Staff to support sales and marketing activities for all residence call centers in the state. During this tour, he received extensive training in media relations and was the company's spokesperson for several key product launches. In 1996, he was appointed to the position of Director-Channel Development, responsible for developing retail market analyses for the company's wireless arm. In 1997, Mr. Minnick was appointed to the position of Director-Financial Management, responsible for directing financial planning, development and performance of a \$43M budget, and making key financial decisions for the company's MDU/SFU business. In 2000, he was promoted to Director-Operations, to head up the MDU/SFU operations. In 2001, he was appointed to the position of Senior Director-Marketing and Sales for the company's Public Communications (COIN) business, responsible for directing all marketing activities to grow the payphone market, and directing the activities of the business' national call center of 150 people. In 2008, he was appointed to his present position



where he is responsible for development and project management of Relay RFPs, marketing of the relay product line. He has some college.

Burt Bossi

Sr. Technical Director-AT&T

Mr. Bossi joined AT&T in 1981 as a Senior Technical Associate at AT&T Bell Labs, where he was responsible for developing hardware and software design solutions for various technology teams. In 1988, he was appointed to the position of Member of Technical Staff/MTS-I, where he provided leadership and support to AT&T's Language Line Services and the Bell Labs Linguistic Group to create large value-added solutions to real-time issues. He also provided leadership for a new Business Development Group that leverage local engineering talent with larger corporate technical needs. In 1994, Mr. Bossi was appointed Distinguished Member of Technical Staff and Team Leader. In this role, he was AT&T's Chief Architect of the Accessible Communications Services (Relay) business, supporting a team of software and hardware developers, project managers, and service managers. He was also the team leader for advanced wired/wireless products. In 2000, he was appointed to his present position where he is responsible for leading our strategic initiatives involving the deaf marketplace for AT&T's Telecommunications Relay Services (TRS). In this role, he is also responsible for managing a large multi-state team of technical experts and the daily operation of nine call centers representing a \$60M revenue budget. Mr. Bossi is a TRS subject matter expert and public speaker, and he holds 4 patents (1989, 1996, 2001). He has an A.S. degree in Business Management, and a B.S. degree in Electrical Engineering, both from Purdue University.

Bob Gorman

Director-Business Development

Mr. Gorman joined AT&T in 1987, as an Assistant Product Manager for Lucent (formerly AT&T Microelectronics, where he negotiated contracts for power supplies used in the telecommunications and computer industries. Mr. Gorman held several positions in AT&T Business Services. In 1989, he was promoted to the position of Product Line Finance Staff Manager, responsible for P&L results for a \$1B revenue stream. In 1991, he was appointed Product Marketing Manager, and in 1993 he was appointed International Pricing Manager and in 1995 he was appointed Sales Project Manager. Mr. Gorman also held several positions in Teleport Communications Group as a Product Manager and Senior Product Manager. In 1998, he was promoted to District Product Manager for AT&T Local Data Services, responsible for Local Data P&L, and Local Data services, including DSx/ OCx, Collocation, and Dark Fiber. In 2001, he was appointed Marketing Director for ACC Business, a division of AT&T, where he was



responsible for all marketing and advertising programs. In 2008, Mr. Gorman was appointed to his present position of Director-Business Development, where he is responsible for evaluating numerous product opportunities presented by external ventures. He also coordinated the development of the iPhone 4 app and PC/Mac software for video relay, and negotiated a large contract with a subcontractor to provide video relay services.

Mr. Gorman has a bachelor of Science degree in Management (IE/OR) from Syracuse University, and a Master of Science degree in Management (MBA Equivalent) from Georgia Institute of Technology.

4.4.2 Contract Period and Performance Review

The contract shall be for a period of three years, with two one-year options to extend the contract for a total of five years.

The Department of Regulatory Affairs will have the right to conduct a performance review of the contract and may also require an independent performance analysis. The review will evaluate service quality, including marketing, responsiveness to clients, and compliance of Regulatory agencies, personnel, timeliness of required reporting, and satisfaction of the regulatory community. The review will also evaluate the quality of the customer view of the service. The review will be conducted by a third party selected by the Department of Regulatory Affairs. The review will be conducted in a confidential manner.

The review results will be used to determine the continuation of the contract.

If the contract is desired to be continued, the contractor will be notified in writing at least 30 days prior to the date the contract is received, or could reasonably be expected to receive the review results. This meeting will provide the contractor with an opportunity to provide the review recommendations to the Department of Regulatory Affairs.

AT&T Response:

AT&T has read, understands, and will comply.



4.4.3 Compliance with Applicable Laws

Each selected contractor will be required to administer the program in strict accordance with all applicable federal, state, and local statutory and regulatory requirements, as well as federal, state, and local executive orders, rules, regulations, and any other applicable laws including the Health Information Privacy and Accountability Act, and any other laws that may not as yet be enacted but which may be enacted in the future. The contractor shall be required to comply with all applicable privacy and confidentiality requirements, including the provisions of the Health Information Privacy and Accountability Act, 45 CFR 164.501, 164.502, 164.503 and 164.504.

AT&T Response:

AT&T has read, understands, and will comply.

4.4.4 Audit/Inspection of Records, Monitoring and Reporting Requirements

The awarded contractor must permit based federal government, state government, and local government or a governmental agency to audit, inspect, examine, and review the contractor's records during the term of the contract and for a period of three (3) years following the termination of contract or final payment date, even if the contractor complies with the contract terms or to evaluate the contractor's compliance with the contract terms. The contractor shall also permit these same described entities to monitor and audit the contractor's records pursuant to the terms of the contract. As the need to conduct audits may be determined to be necessary or appropriate, such audits may be conducted as part of internal evaluation procedures, examination of performance, special audits, or other audits or any other reasonable procedures.

The successful contractor shall receive a performance review conducted by the Colorado Department of Regulatory Agencies determination. This performance review is an internal audit only by the Office's expense.

The Department of Regulatory Agencies reserves the right to require the awarded contractor to be subject to an audit conducted during the term of the contract. If an audit is required, the audit must be carried out by one of the member examining firms on the list of approved firms currently on the list of approved firms. A statement of work must be submitted to the prime contractor prior to the audit. The Department of Regulatory Agencies will initiate working days of its completion. The Department of Regulatory Agencies



AT&T shall comply with the contract and any exceptions with the exception of the

AT&T shall provide financial statements, including the balance sheet and income statement, to the Department of Information Technology. The Contractor shall also provide a copy of the contract to the Department of Information Technology. The Contractor shall also provide a copy of the contract to the Department of Information Technology.

AT&T Response:

AT&T has read, understands, and will comply.

4.4.5 Contract Acceptance

AT&T shall accept the contract and any exceptions with the exception of the

AT&T Response:

AT&T has read and complies.

We propose the following changes to Appendix C, Model Contract:

C. State's Option to Extend

The State may require continued performance for a period of ~~Insert~~ number of 2 years at the same rates and same terms specified in the Contract, as mutually accepted by the state and the Contractor. If the State exercises this option, it shall provide written notice to Contractor at least 30 days prior to the end of the current contract term in form substantially equivalent to **Exhibit Insert letter of applicable Exhibit (A, B, C, etc).** If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract including the exercise of any options under this clause, shall not exceed ~~Insert number of~~ 5 years:

D. Subcontracts

~~Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal~~



~~representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.~~

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts prepared by Contractor created specially and directly related to the services provided in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

4.4.6 SUB-CONTRACTORS

Prime and use of sub-contractors shall include, without limitation, the use of one or more sub-contractors to deliver the services required. Contractor shall be fully responsible for the performance, whether or not sub-contractors are used. Current employees of the State of Colorado may not preclude a sub-contractor of the award. The only contract with the State will be the prime Contract.

AT&T Response:

AT&T has read and meets this requirement.

As stated in several sections of this RFP response, we will be using only one subcontractor, CapTel, to deliver the services required. We do not use any current employees of the state. Additionally, AT&T is fully responsible for all provisions of the contract performance.

Contract terms with CapTel are proprietary and confidential and may not be disclosed to third parties.



4.4.7 COMPLIANCE

AT&T has read and understands the requirements with respect to compliance with all work requirements described herein, and with the general contract requirements and terms and conditions, with changes as described in 4.4.5 above. AT&T will comply with all work requirements described herein, and with the general contract requirements and terms and conditions, with changes as described in 4.4.5 above. AT&T has read, understands, and will comply.

AT&T Response:

AT&T has read, understands, and will comply.

AT&T will comply with all work requirements described herein, and with the general contract requirements and terms and conditions, with changes as described in 4.4.5 above.

4.4.8 OWNERSHIP

AT&T will comply with all work requirements described herein, and with the general contract requirements and terms and conditions, with changes as described in 4.4.5 above. AT&T has read, understands, and will comply.

AT&T Response:

AT&T has read, understands, and will comply.



4.4.9 EMPLOYMENT OF STATE PERSONNEL

The Offeror shall not knowingly engage on a full-time, part-time or other basis any individual who is involved in preparation of this RFP or its solicitation or award of the resulting contract.

AT&T Response:

AT&T has read, understands, and will comply.

4.4.10 TRANSITION REQUIREMENTS

4.4.10.1 Upon award of the contract, the Offeror shall work with the Colorado Public Utilities Commission and any other organizations designated by the Colorado Public Utilities Commission to insure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Colorado Public Utilities Commission,

AT&T Response:

AT&T has read, understands, and will comply.

4.4.10.2 Upon expiration, termination, or cancellation of the contract, the Offeror shall assist the Colorado Public Utilities Commission to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Colorado Public Utilities Commission, if requested in writing.

AT&T Response:

AT&T has read, understands, and will comply.



4.4.10.3 The Offeror shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc.. which were required to be produced under the terms of the contract to the Colorado Public Utilities Commission and/or to the Colorado Public Utilities Commission's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Colorado Public Utilities Commission.

AT&T Response:

AT&T has read, understands, and will comply.

4.4.10.4 The Offeror shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 150 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

AT&T Response:

AT&T has read, understands, and will comply.

4.4.10.5 The Offeror shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Colorado Public Utilities Commission, in order to ensure the completion of such service prior to the expiration of the contract.

AT&T Response:

AT&T has read, understands, and will comply.

4.4.10.6 The Offeror shall make arrangements to transfer all toll-free telephone numbers used to provide intrastate relay services within Colorado to any subsequent contractor providing TRS as directed by the Colorado Public Utilities Commission.



4.4.11 PAYMENT

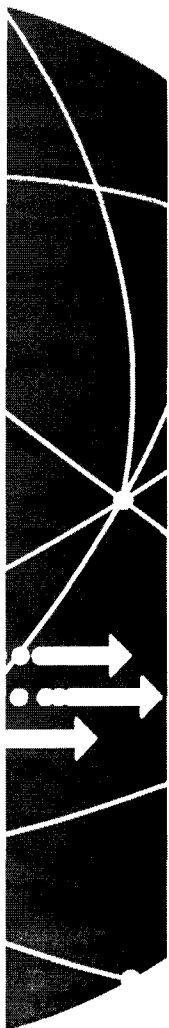
AT&T Response:

AT&T has read, understands, and will comply.

AT&T will provide a monthly invoice, via electronic media acceptable to the State, by no later than the 15th calendar day following the month of service, or in the event that the 15th calendar day falls on a weekend or on a holiday recognized by the State, the information will be provided on the subsequent business day. The information provided will be reconcilable to source data, e.g., Network reports, and will further be supported by reports.

4.4.12 RECORDS MAINTENANCE

(2) Orders for transmission records and other operational records pertaining to a wire communication or a communication made by means of a radio communication system, shall be made available during normal business hours for inspection by the Colorado Public Utilities Commission or its duly authorized officers and employees. The company shall maintain a complete file of all records pertaining to wire communication and other materials which pertain to the operation of lines or equipment as a part of services under the agreement.



AT&T has read, understands, and will comply.

Section 10 of the Competition Act provides that a company shall not be a party to a cartel or to any arrangement or understanding which restricts competition or otherwise affects the functioning of the market. It is also prohibited for a company to enter into an agreement with its competitors to fix prices, divide markets or territories, allocate customers or restrict production. The State-owned companies are also prohibited from entering into such an agreement with their competitors. The State-owned companies are also prohibited from entering into an agreement with their competitors to fix prices, divide markets or territories, allocate customers or restrict production. The State-owned companies are also prohibited from entering into such an agreement with their competitors. The State-owned companies are also prohibited from entering into such an agreement with their competitors.

was obtained from 441,600 mg of the Cyclic and Poly(Thiourethane) Compounds, respectively, as a high-boiling, colorless, viscous liquid. The compound was purified by distillation under reduced pressure and stored under nitrogen.

AT&T Response:

AT&T has read, understands, and will comply.

4.4.14 IDENTIFICATION OF POSSIBLE ONEROUS PROVISIONS OF THIS RFP

and functions (RFP) the State does not anticipate that it has added any significant additional costs or burden required for the configuration or part of a State's basic regulatory framework and it is significantly to the cost per unit charged by a State vendor. It is therefore agreed that there are no such requirements and should so be. Moreover, the State should display any such requirement and on estimates of the cost per unit, its amount and such other information that



AT&T Response:

AT&T has read and meets this requirement.

We feel the RFP has not added any requirements beyond those already required for FCC certification or as part of basic relay service.

4.4.15 Financial & Organizational Strength

4.4 15.1 Successful Offeror, together with any subcontractors, must demonstrate that they have the financial resources to perform all requirements of this RFP. Provide information on the financial strength of your organization, and include a copy of your audited (as applicable to your company's organizational structure) financial statements from the last three (3) years, or, if the Offeror has not been in business for three (3) years, since the business began.

AT&T Response:

AT&T has read and meets this requirement.

AT&T Reports Solid Earnings, Strong Cash Flow, Continued Growth
Innovation, Growth and Improving Wireline Revenue Growth
Dallas, Texas, October 20, 2011

AT&T Inc. (NYSE:T) today reported third-quarter results, highlighted by solid earnings and free cash flow, continued strong mobile broadband growth and sequential growth in wireline business revenues.

"Mobile broadband growth continues to be robust, execution was strong across the business, and we delivered another solid quarter," said Randall Stephenson, AT&T chairman and chief executive officer.

"Smartphones, connected devices and tablets all posted impressive gains. Our first LTE 4G markets are up and running with terrific speeds. And we continue to work toward a successful completion of our planned T-Mobile USA merger. The next waves in the mobile Internet revolution represent tremendous growth potential, and we are laying the groundwork required for that future."

Third-Quarter Financial Results



For the quarter ended September 30, 2011, AT&T's consolidated revenues totaled \$31.5 billion, down \$103 million, or 0.3 percent, versus the year-earlier quarter.

Compared with results for the third quarter of 2010, AT&T's operating income margin was 19.8 percent, compared to 17.2 percent; operating expenses were \$25.2 billion versus \$26.2 billion; and operating income was \$6.2 billion, up from \$5.4 billion.

Third-quarter 2011 net income attributable to AT&T totaled \$3.6 billion, or \$0.61 per diluted share. These results compare with reported net income attributable to AT&T of \$12.3 billion, or \$2.07 per diluted share, in the third quarter of 2010, which included one-time gains from a tax settlement and the sale of Sterling Commerce. Excluding one-time gains, earnings were \$0.54 in the third quarter a year ago.

Third-quarter 2011 cash from operating activities totaled \$10.4 billion, and capital expenditures totaled \$5.3 billion. Free cash flow — cash from operating activities minus capital expenditures — totaled \$5.1 billion.

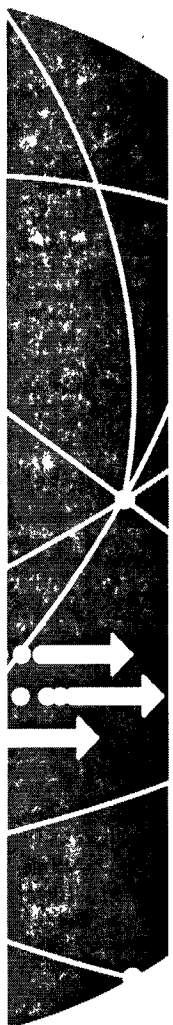
Compared with results for the first nine months of 2010, year to date through the third quarter, cash from operating activities totaled \$27.2 billion versus \$25.4 billion; capital expenditures totaled \$14.7 billion compared to \$13.7 billion; and free cash flow totaled \$12.4 billion versus \$11.6 billion.

Please see the enclosed CD for AT&T's Annual Reports for the past three years which include:

- Statement of income and related earnings
- Cash flow statement
- Balance sheet
- Opinion concerning financial statements from an outside CPA

Our subcontractor, CapTel, is a privately held company whose financial information is proprietary and confidential.

4.4.15.2 Please explain how your company's business plan financially supports the awarded outsource examination contract in light of your organization's growth in the coming years.



AT&T is a successful global corporation, as demonstrated in its response to 4.4.15.1 (above). AT&T will utilize its existing Relay infrastructure and resources to provide TRS services to Colorado, and has partnered with the industry leader for the provision of CTS service to the state.

AT&T Response:

AT&T has read and meets this requirement.

As per the sample contract, we will provide a Certificate of Insurance upon award of the contract.

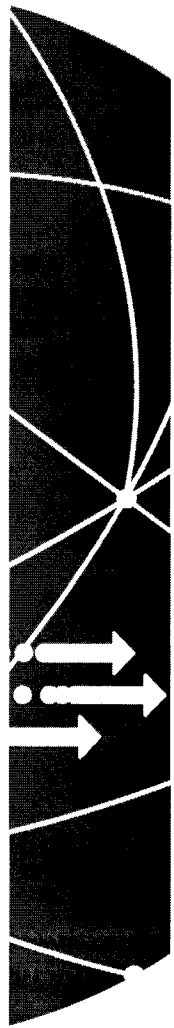
4.5 Cost

The cost of the proposal must contain the following factors per 100 lbs. of material being produced: (1) minimum must include all cost associated with production of proposed service; (2) must include a credit of 10% reduction of cost and reported reduction of 10% (3) must include a 10% minimum fixed price to be a minimum of 10% credit of 10% of 10%.

AT&T Response:

AT&T has read and meets this requirement.

Please see our pricing proposal in the separately sealed folder.



AT&T PRICE PROPOSAL
TRS and CTS

Year	Contract Period	Price per Session Minute
1	07/2012 - 06/2013	\$ 1.5390
2	07/2013 - 06/2014	\$ 1.5390
3	07/2014 - 06/2015	\$ 1.5390

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

